

New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: COUNTY OF UNION County: UNION
2 Employee Organization: PBA 203-NGTS & MEAS. Number of Employees in Unit: 3
3 Base Year Contract Term: 1/1/2010 - 12/31/2014
4 New Contract Term: 1/1/2015 - 12/31/2017

SECTION II: Type of Contract Settlement (please check only one)

5 ☒ Contract settled without neutral assistance
6 ☐ Contract settled with assistance of mediator
7 ☐ Contract settled with assistance of fact-finder
8 ☐ Contract settled in Interest Arbitration
9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes ☐ No ☐

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

SEE MOA ATTACHED

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$
11 Longevity Costs in base year \$
12 Other base year salary costs
 \$
 \$
 \$
 \$
Sum of "Other" Costs Listed in Line 12. \$
13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

SEE MOA ATTACHED

14 Total Base Salary Cost from Line 13: \$

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
16 Cost of Salary Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
17 Salary Increase Above Increments (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
18 Longevity Increase (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
19 Total Increased Cost for "Other" Items (\$)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
20 Total Increase (\$) (sum of lines 16-19)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SECTION V: Average Increase Over Term of New CNA

SEE MOA ATTACHED

- 21 Dollar Increase Over Life of Contract \$ [Take sum of all amounts listed on Line 20 above]
- 22 Percentage Increase Over Life of Contract % [Divide amount on Line 21 by amount on Line 14]
- 23 Average Percentage Increase Per Year % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

SEE MOA ATTACHED

		←Increases→						
24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6

SECTION VII: Medical Costs

SEE MOA ATTACHED

Insurance Costs		Base Year	Year 1
26	Health Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
27	Prescription Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
28	Dental Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
29	Vision Plan Cost	\$ <input type="text"/>	\$ <input type="text"/>
30	Total Cost of Insurance	\$ <input type="text"/>	\$ <input type="text"/>

Employer: PBA2003 Benefits Measure Employee Organization: COUNTY OF UNION Page 4

SECTION VII: Medical Costs (continued)

SEE MOA ATTACHED

31 Employee Insurance Contributions \$ \$
32 Contributions as % of Total Insurance Cost % %

33 Identify any insurance changes that were included in this CNA.

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: MARK TRAUM
Position/Title: LABOR RELATIONS COORDINATOR
Signature: *Mark Traum*
Date: September 28, 2017

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2017-326

APRIL 20, 2017

CHAIRMAN BRUCE H. BERGEN

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA Local 203-Weights & Measures effective January 1, 2015 through December 31, 2017; and

WHEREAS, the County of Union and the negotiating committee for PBA Local 203-Weights & Measures, reached a tentative agreement on February 13, 2017 and the union ratified same on the same date. Representatives of the Bargaining Committee, and the County agree to recommend, without reservation, the approval of same; and

WHEREAS, the County of Union now desires to confirm the understandings in a Memorandum of Agreement with the union, which is attached hereto and made a part hereof:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA Local 203-Weights & Measures.

Sufficiency of Funds Authorized ; Subject to Inclusion in the 2017 Budget:

Approved as to Form:

Certifying as to an Original Resolution:

Certified as to a True Copy:

Bruce H. Bergen
Angel G. Estrada

✓ Vote Record - Resolution RES-2017-326						
		Yes/Exc	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted <input type="checkbox"/> Adopted as Amended <input type="checkbox"/> Defeated <input type="checkbox"/> Tabled <input type="checkbox"/> Withdrawn	Bruce H. Bergen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Angel G. Estrada	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Sergio Granados	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Christopher Hudak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Heite Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Mohamed S. Jalloh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

MEMORANDUM OF AGREEMENT

PBA203-WEIGHTS & MEASURES

&

COUNTY OF UNION

The County and PBA203-Weights & Measures engaged in collective bargaining for a new Labor Agreement between the parties to replace the current Agreement which expired on December 31, 2014. The County and PBA203-Weights & Measures have reached a tentative agreement which the parties now desire to confirm in this Memorandum of Agreement.

The tentative Agreement has been ratified by the membership of PBA203-Weights & Measures and is now subject to the approval of the Union County Board of Chosen Freeholders. The Bargaining Committee of PBA203-Weights & Measures agrees to recommend, without reservation, the approval of the tentative Agreement to the membership of the Union. The representatives of the County agree to recommend, without reservation, the approval of the tentative Agreement to the Union County Board of Chosen Freeholders.

Therefore, the County and PBA203-Weights & Measures agree to the attached Two (2) pages of modifications to the Collective Bargaining Agreement. The parties by their signatures set forth below signify their agreement as to the terms set forth in this Memorandum of Agreement

February 13, 2017

Date

MEMORANDUM OF AGREEMENT

Agreement made this 13th day of February 2017, by and between the County of Union (herein the "County") and PBA Local 203 (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2010 through December 31, 2014; and

WHEREAS, the County and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and PBA have reached agreement on new terms and conditions subject to ratification by the membership of PBA and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and PBA unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2010 through 2014 CNA between the County and PBA shall remain in full force and effect.

2. **Salaries:** Modify salaries as follows:

2015	2%
2016	2%
2017	2%

All increments to be maintained during the life of this Agreement

3. **Clothing:** Increase clothing allowance as follows:

Effective January 1, 2016:	Increase to \$225
Effective January 1, 2017:	Increase to \$300

4. Benefits

Section 4: Add new paragraph 8 as follows:

Effective July 1, 2015, the County implemented two (2) additional plans – a high deductible plan with a health savings account (HSA) and an exclusive provider organization (EPO) plan. Employees hired on or after the ratification of this MOA, shall be required to choose one of these two plans during the first two (2) years of employment. Following the completion of two (2) years of employment, the employee will have the option to select one of the County's other plans. All current employees may voluntarily select one of these plans during open enrollment. With regard to the HSA, the County agrees that it will contribute \$1000 towards the deductible for single coverage and \$2000 towards the deductible for family coverage for both current and new employees who elect the HSA.

5. Duration


January 1, 2015 through December 31, 2017.

FOR LOCAL PBA 203


JOHN GAROFALO
PRESIDENT

FOR THE COUNTY


ALFRED FAELLA
COUNTY MANAGER

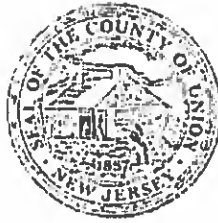

MICHAEL YUSKA
DIR. ADMIN. SERVICES


ANDREW MORAN
DIR. DEPT PUBLIC SAFETY

APPROVED AS TO FORM


KATHRYN V. HATFIELD, ESQ.


DATE



UNION COUNTY BOARD OF CHOSEN FREEHOLDERS

RESOLUTION: 2013-270

MARCH 28, 2013

CHAIRMAN LINDA CARTER

WHEREAS, the County of Union engaged in collective bargaining negotiations with PBA Local 203, Weights and Measures for a new Labor Agreement between the parties effective January 1, 2010 through December 31, 2014 to replace the current Agreement which expired on December 31, 2009; and

WHEREAS, the County of Union and the negotiating committee for PBA Local 203, Weights and Measures reached a tentative agreement on March 15, 2013 and ratified same on the same day; and

WHEREAS, the County of Union now desires to confirm the understandings in the Memorandum of Agreement with the union which is attached hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby authorizes the County Manager to sign any and all documents necessary to enter into a Memorandum of Agreement with PBA Local 203, Weights and Measures.

Sufficiency of Funds Authorized :
Approved as to Form:
Certifying as to an Original Resolution:
Certified as to a True Copy:

[Handwritten signature]
[Handwritten signature]

Vote Record		Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Bruce Berger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Angel G. Estrada	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Defeated	Mohamed S. Ja'lohi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Bette Jane Kowalski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Alexander Mirabella	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Daniel P. Sullivan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vernell Wright	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Christopher Haisk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Linda Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COUNTY OF UNION

DEPARTMENT OF ADMINISTRATIVE SERVICES

Matthew N. DiRado, Esq., Director

**BOARD OF
CHOSEN FREEHOLDERS**

LINDA CARTER
Chairman

CHRISTOPHER HODAK
Vice Chairman

BRUCE H. BERGEN

ANGEL G. ESTRADA

MUHAMMAD S. JALLOH

BETTE JANE KOWALSKI

ALEXANDER MIRABELLA

DANIEL P. SULLIVAN

VERNELL WRIGHT

ALFRED J. FAELLA
County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE
Clerk of the Board

To: Alfred J. Faella,
County Manager

From: Matthew DiRado, Esq.
Director, Department of Administrative Services

Date: March 19, 2013

Re: PBA Local 203-Weights & Measures
Collective Bargaining Agreement
January 1, 2010 through December 31, 2014

Please be advised that a tentative agreement (attached) was reached with PBA203-Weights & Measures on March 15, 2013. Please place a Resolution authorizing this agreement on the Freeholder Agenda for March 21, 2013.

Thank you.

Cc: Claudia Martins, Deputy Director, Division of Personnel
James Pellettiere, Clerk of the Board
Robert E. Barry, County Counsel
Bibi Taylor, Director, Department of Finance
Andrew Moran, Director, Department of Public Safety
Michael Florio, Superintendent, Division of Weights & Measures
Kathryn Hatfield, Esq., Bauch Zucker Hatfield, LLC

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4200

fax (908) 289-0180

www.uenj.org

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MEMORANDUM OF AGREEMENT

Agreement made this 15th day of March 2013, by and between the County of Union (herein the "County") and PBA Local 203 (herein the "PBA").

WHEREAS, the County and PBA are parties to a collective negotiations agreement ("CNA") covering the period January 1, 2005 through December 31, 2009; and

WHEREAS, the County and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

WHEREAS, the County and PBA have reached agreement on new terms and conditions subject to ratification by the membership of PBA and approval by the Freeholders of the County; and

WHEREAS, the negotiating committees for the County and PBA unanimously agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions set forth in the 2005 through 2009 CNA between the County and PBA shall remain in full force and effect.
2. The parties agree to convert all contractual leave time to hours.
3. Salaries

2010	0%
2011	2.25%
7/1/2012	2.5% effective July 1, 2012
2013	0%
2014	0%

All increments to be maintained during the life of this Agreement

3. Payroll

In order to maintain a bi-weekly basis for paycheck distribution, effective January 1, 2010, a rotating bi-weekly pay day schedule shall be implemented whereby the pay day will be changed in each successive year as follows:

2010: Friday
2011: Monday
2012: Tuesday
2013: Wednesday
2014: Thursday

This cycle will continue every five (5) years. In the event the County determines to change the pay schedule to a bi-monthly schedule, the PBA agrees that it will accept the change without dispute. In addition, in the event the County implements mandatory direct deposit in 2014, the PBA agrees that it will accept this change without dispute.

When the pay day occurs on a holiday, paychecks or direct deposits will be issued on the day prior to holiday.

4. Benefits

Section 1. Modify as follows

	New Co-Pay
Retail Generic (30 day supply)	\$5.00
Retail Preferred Brand (30 day supply)	\$25.00
Retail Non-Preferred (30 day supply)	\$50.00
Mail Order Generic (90 day supply)	\$5.00
Mail Order Preferred Brand (90 day supply)	\$30.00
Mail Order Non-Preferred (90 day supply)	\$60.00

	Out of Network Benefit
Current	\$250 Single/\$500 All Others
Proposed	\$500 Single/\$1,000 All Others

	Out of Network Reimbursement Benefit*
Current	80 th Percentile of HIAA
Proposed	150% of CMS (Medicare)

*Explanation: HIAA (Health Insurance Association of America) utilizes 170 major contributors in 50 states to create the average cost for services rendered by Facilities and Professional Providers. As the formula relies on average costs to make a payment, providers have had success in increasing the average cost by billing higher fees. This increases plan costs. On the other hand, moving to a percentage of Medicare allows for no such fee inflation. Medicare, as the largest carrier in the United States, applies set fees based on geographical location without reliance on provider charges.

Section 4.

Add: Effective March __, 2013, the following modifications shall be implemented:

- a) The Third Party Administrator (TPA) will be eliminated and the County will no longer reimburse employees for any out-of-network charges.
- b) Emergency Room co-pays of \$25.00 per visit.

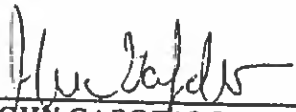
Modify 6(e): Add prescription coverage to health benefit buyout option.

5. Article 6, Work Schedules: Effective January 1, 2013, employees shall work a total of forty (40 hours) per week excluding lunch.
6. Article 7, Vacations:

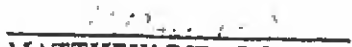
Section 9: Clarify to state "Under no circumstances shall an employee be permitted to accumulate more than two years worth of vacation time."

FOR PBA Local 203

FOR THE UNION COUNTY


JOHN GAROFALO
PRESIDENT


ALFRED FAELLA
COUNTY MANAGER


MATTHEW DIRADO, ESQ.
DIRECTOR, ADMINISTRATIVE
SERVICES